LANDLORD AND TENANT—FIRE ESCAPES—RESTRICTIVE COVENANT—REPAIRS. —Defendant was lessee of plaintiff's four-story building, using the same for business purposes. The lease contained a covenant that the lessee should keep the premises in good order and repair, free from any nuisance or filth on or adjacent thereto, and should use the same in compliance with local ordinances and state laws. The statute required the owner, proprietor, lessee, or keeper of a building of three or more stories, used for business purposes, to provide fire escapes, attached to the exterior. Criminal prosecution was instituted against both owner and lessee, to escape which the owner constructed the fire escape, and brought the present suit against the tenant for the cost of the same. *Held,* the covenant that the lessee should keep the premises in good order and repair, free from any nuisance or filth, is restrictive, governing the use of the premises only, and does not impose on the tenant the duty of erecting such fire escape on the outside of the leased building; such fire escape ranks not as a repair but as a permanent improvement, such as the owner is required to make. *Zeibig* v. *Pfeiffer Chemical Co.* (1910) — Mo. App. —, 131 S. W. 131.

By the common law, the burden of repairs on demised premises rests upon the tenant. Unless he covenants so to do, the landlord is not required to construct appurtenances, nor repair the premises after placing the tenant in possession. 1 TAYLOR, LANDLORD AND TENANT, Ed. 9, §§ 327, 328; *Mumford* v. *Brown,* 6 Cow. 475; *Post* v. *Vetter,* 2 E. D. Smith, 248; *Witty* v. *Matthews,* 52 N. Y. 512; *Benjamin* v. *Heeney,* 51 Ill. 492; *Ward* v. *Fagin,* 101 Mo. 669, 14 S. W. 738, 10 L. R. A. 147, 20 Am. St. Rep. 650. But where, as in the principal case, a statute enjoins the duty of placing fire escapes on buildings, without specifying whether landlord or tenant shall construct the same, the general rule just stated does not apply. Fire escapes would under such a statute be an exception, coming under the head of permanent improvements or fixtures, which the owner must construct. To the general rule that the landlord is under no obligation to repair except by force of an express covenant, there is one exception. If a statute makes it the duty of a landlord to repair in any particular, such repairs must be made by him, in the absence of an agreement by the tenant to make them. 1 TAYLOR, LANDLORD AND TENANT, Ed. 9, § 328. A fire escape would not be within the range of ordinary repairs which the tenant, in the absence of an agreement to the contrary, is required to make. *McAlpin* v. *Powell,* 70 N. Y. 126, 26 Am. Rep. 555; 2 WOOD, LANDLORD AND TENANT, Ed. 2, § 381. The mere fact that the tenant leases the building for business purposes with knowledge that the fire escape required by law had not been constructed will not imply a covenant to the effect that he should assume the burden. 1 TAYLOR, LANDLORD AND TENANT, Ed. 9, § 252.

MARRIAGE—PRESUMPTION OF VALIDITY—WHAT LAW GOVERNS?—A man and woman, both domiciled in Minnesota, went to Hamburg, Germany, where they were "married" by a person whom they supposed to be, but who was not in fact, authorized by the German law, to perform the ceremony, at least between German subjects. Consummation followed; the couple then